

CITY OF GAHANNA, OHIO



**REQUEST FOR PROPOSALS  
FOR**

**Sale/Lease of the Hunters Ridge Aquatic Center  
At 341 Harrow Dr.**

**PROPOSAL AND QUALIFICATION DEADLINE:**

**9:00 A.M. , Friday February 7<sup>th</sup>, 2003**

**SUBMIT PROPOSALS TO:**

City of Gahanna  
Parks and Recreation Department  
Attn: Tony Collins  
Deputy Director  
200 S. Hamilton Rd.  
Gahanna, OH 43230

The City of Gahanna, being the owner of the real property, to wit, a pool and facilities located at 341 Harrow Drive, Gahanna, Ohio. The City of Gahanna is seeking firms to respond to our request for proposal (RFP), as outlined herein.

The City of Gahanna hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

Submittals are considered late if received at any time **after 9:00 a.m. on Friday, February 7, 2003**. Late submittals will not be considered.

The schedule of activities related to this request for proposal is as follows:

|                                 |                                    |
|---------------------------------|------------------------------------|
| Request for RFP/Q               | January 27, 2003                   |
| RFP Submittal Deadline          | 9:00 a.m. Friday, February 7, 2003 |
| Evaluation of Proposals         | T.B.D.                             |
| Consultant Interview            | T.B.D.                             |
| Consultant Agreement to Council | T.B.D.                             |

This request for proposal does not commit the City of Gahanna to award a contract, or to pay any cost incurred in preparation of a proposal in response to this request. The City of Gahanna reserves the right to reject any and all proposals. It will be the sole discretion of the City, through its designated representatives, to make the final recommendation of a firm for this project. The City reserves the right to reject any and all submittals and to waive any informalities and minor irregularities.

Nothing contained herein will be deemed or construed by the parties as creating the relationship of a partnership, or a joint venture between parties; it being understood that neither any provision contained herein nor any acts of the parties will be deemed to create any relationship between the parties other than the relationship of the owner (City of Gahanna) and the facilities manager (Firm).

Interested firms shall submit a Statement of Qualifications responding to items listed below:

1. COVER SHEET. Indicate the name of your firm and the project title.
2. ORGANIZATION INFORMATION. Describe your firm's professional focus and the complete range of services being offered for this project.
3. Describe your firm's management plan as outlined in the remainder of this RFP for this project. Include information on key personnel including professional licenses, assignments of tasks, project scheduling, budget control, and production capabilities. Discuss how project success will be assured.
4. Provide the names and addresses of other firms and professional licenses proposed for this project. Describe the work to be performed by each firm and how responsibility

- will be divided (e.g. joint venture, prime/subcontractor, etc.). Indicate if and when your firm has worked with each company in the past.
5. Provide an organizational chart. Identify key administrators and key positions and indicate how much time each person will devote to the project.
  6. Provide a list of projects your firm has in progress, or has completed during the past three (3) years, which relate most closely to the scope of work described in this RFP.
  7. List all claims, demands for arbitration and/or lawsuits filed by other owners, their agents or subcontractors against this firm, predecessor firms, its agents or bonding company in connection with this company, its officers, its agents, or bonding company.
    - Name of Owner
    - Project Completion Date
    - Basis for Claim
    - Claim or Suit Amount
    - Current Status
    - Award or Settlement Amount
  8. Submit a statement as to why your firm believes it should be selected for this project.

#### **Section I – RFP For Sale of 341 Harrow Drive, Gahanna, Ohio**

The City of Gahanna requests proposals for purchase of the property at 341 Harrow Drive, Gahanna, Ohio, including the pool, equipment, attached recreation areas, parking, and surrounding land totaling 5.6 +/- acres. Proposal must include purchase timeline. While the Firm, upon purchase, shall obtain all rights and responsibilities of ownership, the City of Gahanna will only consider firms that have intentions to operate Hunters Ridge Aquatic Center to serve the local community. Operation recommendations include:

1. The Firm shall attempt to manage the existing successful programs, including the operation of the current summer swim lesson, dive team, and swim team programs.
2. The Firm shall continue to expand uses of the aquatic facility for the community at-large.
3. The Firm is encouraged to utilize the current Hunters Ridge Recreation Association Board Members as members of an advisory leadership team to the Center.
4. The Firm, as a part of its revenue budgeting, is expected to maintain competitive user fees and membership rates. Fees and rates are not to undercut the existing rates of the Gahanna Swim Club or the Foxboro Pool.
5. The Firm is encouraged to utilize the existing local labor pool, as well as, past labor employed.
6. The Firm shall honor and account for membership fees and deposits that have been collected as of the date of the agreement.

## **Section II – RFP for the Lease of 341 Harrow Drive, Gahanna, Ohio to an operating agent.**

The City of Gahanna is also entertaining requests for proposal (RFP) from firms to be the operating agent of the Hunters Ridge Aquatic Center. This section of the RFP furthermore establishes the scope of services to be performed for the operating agent of the pool for the 2003 season. First consideration will be given to firms who have intent to purchase the Hunters Ridge Aquatic Center at a given time.

The term of this proposal will be for one season to commence on the day of formal and written acceptance of said agreement, and end on the 31<sup>st</sup> day of December, 2003.

Either party must provide a 90-day written notice in order to terminate this agreement prior to December 31, 2003. Negotiations for the 2004 season will begin no later than October 1, 2003, with an agreement finalized no later than October 31, 2003.

The City of Gahanna reserves the right to enter and inspect the facility, as well as, conduct an operations and program audit at anytime during the term of the agreement. The purpose of the audit would be to insure the operation in accordance with said agreement.

If the City of Gahanna finds the Firm to be in breach of the agreement by failing in their fiscal, property, safety, and program responsibility, the City of Gahanna maintains the right to terminate this agreement immediately.

The Firm's proposal/management plan shall include the following components:

### **I. Program and Facility Management**

- A. The Firm shall have the sole responsibility, discretion, and authority to determine operating policies and procedures, standards of operation, programs and services, fee schedules, and other policies affecting the operation of the aquatic center, to implement all such policies and procedures, and to perform any act as directed by the City of Gahanna deemed necessary or desirable for the operation and management of the aquatic center.
- B. As the City of Gahanna will still own the property and facilities of the aquatic center, it shall be operated under jurisdiction of all applicable City of Gahanna Parks' rules, as outlined in Chapter 563 of the City of Gahanna Codified Ordinances.
- C. The Firm shall attempt to manage the existing successful programs, including the operation of the current summer swim lesson, dive team, and swim team programs.
- D. The Firm shall continue to expand uses of the aquatic facility for the community at-large.
- E. The Firm is encouraged to utilize the current Hunters Ridge Recreation Association Board Members as members of an advisory leadership team to the Center.
- F. The Firm shall have the duty and authority to perform any act that is necessary in the opinion of the Firm to operate and manage the Hunters Ridge Aquatic Center

consistent with the agreed-upon proposed management plan, including but not limited to, (the costs of which will be deemed an item of operating expense):

- 1) The Firm shall determine manpower requirement, recruitment schedules, and compensation levels; recruit, interview, hire, train, and terminate, if necessary, the Center Director, all support and/or program personnel; furnish job descriptions; conduct performance appraisal reviews; establish and maintain employee benefit programs and all operational or procedural manuals for all personnel; and maintain all personnel records.
- 2) The Firm is encouraged to utilize the existing local labor pool, as well as, past labor employed.
- 3) The Firm shall have the sole authority to hire, train, promote, discharge, and supervise, consistent with this proposal, the Center Director, and all other support and direct service staff performing services in and about the center. All of the employees of the program will be employees of the Firm. The Firm shall be responsible for adherence to all employee related federal and state laws and regulations.
- 4) The Firm shall have the authority to negotiate with, and enter into an agreement with, any independent contractor for the provision of services to the Center.
- 5) The Firm shall negotiate and consummate such agreements that the Firm may deem necessary or advisable for the furnishing of all utilities, services, and supplies for the maintenance and operation of the Center, and will attempt to secure such services and supplies at prices which are reasonably comparable to competitive market prices.
- 6) The Firm shall have the sole responsibility, authority, and obligation to purchase such food, beverages, equipment, operating supplies, and other materials and supplies, as the Firm determines are needed from time to time for the maintenance and operation of the Center. Any expenditure made by the City, without the expressed prior authorization of the Firm, shall not be charged or credited to the Center budget submitted by the Firm and approved by the City.
- 7) The Firm shall have the responsibility, authority, and obligation to make, install, or cause to be installed, as an item of operating expense, all necessary maintenance and proper repairs, replacements, additions, and non-capital improvements in and to the premises, and the furnishings and equipment, in order to keep and maintain the same in good repair, working order and condition, and outfitted and equipped for the proper operation thereof. All repairs will be handled pursuant to the approved checklist established in proposal and be the financial responsibility of the Firm. The Firm shall provide report to the City, on a monthly basis, of all activities of the Center. Such report will include information, such as any contact with outside organizations and government agencies, unusual circumstances or events at the Center or on the premises, and information related to contractors providing

repair services to the facilities or equipment owned by the City of Gahanna. The Firm shall immediately advise the City of Gahanna upon becoming aware of any emergency maintenance repair requirements.

- 8) The Firm shall apply for, obtain, and maintain, in the name of the Center, or as otherwise determined by applicable law, all licenses and permits required in connection with the management and operation of the Center, but specifically excluding any licenses required for construction or capital improvements to the premises.
  - 9) The Firm shall have the responsibility, authority, and obligation, with the written approval of the City of Gahanna, to retain an attorney and shall institute in its own name, or the name of the City of Gahanna, any and all legal actions or proceedings to collect charges, fees, or other income due and owing to protect the assets of the Center and to insure contractual compliance with contractual entities, lawfully cancel, modify, or terminate any agreement for the breach thereof or default there under.
  - 10) In fulfilling its managerial duties, the Firm shall have the prerogatives ordinarily accorded to management in the ordinary course of commerce, including but not limited to, the collection of proceeds, the approval and payment of checks, and the negotiating and signing of contracts and agreements.
  - 11) Maintain and exceed all standards established by the City of Gahanna, State of Ohio, and federal aquatic guidelines.
- G. The Firm, as a part of its revenue budgeting, is expected to maintain competitive user fees and membership rates. Fees and rates are not to undercut the existing rates of the Gahanna Swim Club or the Foxboro Pool.
- H. The Firm shall honor and account for membership fees and deposits that have been collected as of the date of the agreement.
- I. If at any time during the term of this proposed agreement, repairs, additions, or corrections of any nature, which shall be required by reason of any laws, ordinances, rules, or regulations now or hereafter in force, or by order of any governmental or municipal power, department, agency, authority, or officer, such repairs, additions, changes, or corrections shall be made at the direction of the Firm, except that expenditure for items costing in excess of \$500.00 shall require prior approval by the City of Gahanna.
- J. The Firm must supply personnel to provide overall supervision to the aquatic facility, staff, and program operation of the Hunters Ridge Aquatic Center who meets the following qualifications:
- 1) Certification – holds or has evidence of having held one of the following certifications:
    - i Lifeguard training from a nationally-recognized certifying body, and/or

- ii Swim Instructor certification from a nationally-recognized certifying body, and/or
  - iii Instructor or instructor training rating from a nationally recognized certifying body, and/or
  - iv Equivalent certifications as approved by the City.
- 2) Experience or training – has at least six weeks previous experience in management or supervisory position at a similar aquatic area or has completed additional aquatics management or supervision training from a nationally-recognized aquatics organization.
- 3) Age – is at least 21 years old.

## II. Financial Management

- A. The Firm shall establish a separate fund for the Hunters Ridge Aquatic Center to be maintained within the context of the Firm's accounting system. The fund shall be maintained in accordance with generally accepted accounting principles. The Firm shall maintain all books, records, and other data associated with the financial projections and forecasts, and shall be responsible for the day to day financial affairs of the Center. All books, records, and other financial data, maintained by the Firm for the Center, shall be available for inspection upon request by the City of Gahanna during normal business hours. All such financial data shall be prepared in a format consistent with the financial data prepared for the other programs offered by the Firm.
- B. The Firm shall prepare an annual operating budget for the Center operations on a calendar basis. The annual operating budget prepared by the Firm shall be presented to the City of Gahanna as a part of this proposal for approval. The budgets shall, in reasonable detail, include projections of revenues from all sources and anticipated expenditures. The Firm, at a predetermined date, shall prepare and present at a meeting a list of capital projects, including estimated costs for consideration. The operating budget shall not include the cost of capital projects. The Firm shall be responsible for identifying and assisting in preparation of grants and capital improvements for the City of Gahanna's approval. All such requests for grants and capital funds can be made in the name of the City of Gahanna and shall be determined on an as needed basis.
- C. The annual operating budget is intended to be a reasonable but accurate estimate. The Firm has not made any guarantee, warranty or representation concerning or related to the amounts of budgeted revenues.
- D. The Firm must pay as a part of the monthly operating expenses a total lease fee of twenty-four thousand dollars (\$24,000.00) to the City of Gahanna. The lease fee can be divided and paid equally along full term of the agreement. The fee due date will be determined in the agreement when a proposal is accepted. As a security, the Firm shall be required to pay first and last month's lease fee at initial date of agreement.
- E. During the term of this agreement, the Firm shall submit to the City of Gahanna Mayor, or a designee, no later than the third Tuesday of each month, a financial

statement approved by the City of Gahanna Finance Director, showing in reasonably accurate detail the financial activities of the firm in the operation of the Hunters Ridge Aquatic Center for the preceding fiscal month and the fiscal year to-date, such reports to include: a balance sheet, revenue and expense report, sources of revenues, and such other information as may reasonably be required.

- F. Within 60 days after the close of the pool season, the Firm shall submit to the City of Gahanna a financial statement for the fiscal year then ended. The financial statement, approved by the City of Gahanna Finance Director, shall be certified by the financial officer of the Firm and will include a statement that the financial statements were compiled in compliance with the terms and conditions of the proposal/agreement and reasonably reflect the operations and financial condition of the Center.
  - 1) The Firm is entitled to all surpluses that exist from the operations after the payment in full of all operating costs, including the total lease fee due to the City of Gahanna.
  - 2) The Firm is responsible for a negative fund balance after the payment in full of all operating costs, including the total lease fee due to the City of Gahanna.
- G. The City of Gahanna will have the right to conduct an annual audit of the financial data of the Center. Such audit will be conducted by an accountant of the City of Gahanna's choice.
  - 1) The Firm, upon request, shall provide to the City of Gahanna a statement from a certified public accountant, based on their own reasonable assurance derived from an audit conducted in accordance with generally accepted auditing standards, that all financial statements submitted to the City of Gahanna are free of material misstatement.
- H. On the commencement date and continuing throughout the term of this proposal/agreement, the Firm shall purchase and maintain a minimum of the following insurance with insurance companies licensed to do business in Ohio, the cost of which will be borne by the Firm and included in the Center's operating budget. The City of Gahanna shall be listed as additionally insured. A copy of the insurance policy and a certificate from the insurer listing the City of Gahanna as an additional insured shall be provided yearly starting the commencement of this agreement.
  - 1) Liability insurance covering bodily injury, personal injury, sexual or physical abuse, and property damage on or about the premises or in connection with the operation of the Center, in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
  - 2) Umbrella liability insurance with a minimum limit of \$1,000,000.00 excess of the general liability insurance.
- I. All policies required under section 9 shall recognize the City of Gahanna as additional named insured and be evidenced by a certificate of insurance. Any exclusions, restrictions, or sub-limits endorsed to the policy shall be noted on and attached to the certificate, a copy of which shall be provided to the City of Gahanna. The City of Gahanna reserves the right to review and approve all insurance policy



forms. All insurance policies shall be provided to the City of Gahanna by the beginning of the term.

- J. The Firm shall indemnify, protect, and save the City of Gahanna harmless from any and all actions, lawsuits, claims, costs, loss, damage, or liability of any kind or nature, including damage to property, even if owned, leased, or used by the firm, or of injuries to persons, including death, whether employees of the Firm or others, and including fines, penalties, and costs of corrective measures for failure to comply with any governmental rules or regulations, when such liability results from or on account of any act or omission of the Firm or any of its officers, agents, employees, or servants. This provision will not indemnify and hold harmless the City of Gahanna from and against such actions, lawsuits, claims, costs, loss, damage, or liability, which shall have been initiated or approximately caused by or resulting from the negligence of the City of Gahanna or its employees.